



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
October 1, 2015, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1002 North School Street, Honolulu, Hawaii 96817
 _____ and _____
 ("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of _____, whose business address and federal
 and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to Section 356D-4, HRS, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____
(Identify state sources)

or (2) _____
(Identify federal sources)

or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB 2015-11 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS
(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature

Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____

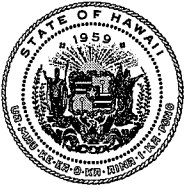
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII

SCOPE OF SERVICES

Contractor:

Properties:

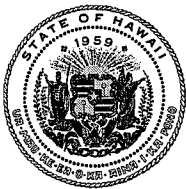
1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties and are fully a part of this Contract governing the work to be performed by the CONTRACTOR for Security Services at various Federal low-income public housing properties listed above on the Island of Oahu: (1) Contract for Goods and Services Based Upon Invitation for Bid, including Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments SI, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions and HUD General Conditions HUD Form 5370-C; (3) Invitation-For-Bid (IFB) No. PMB-2015-11 dated August 4, 2015 and all addenda; (4) CONTRACTOR's accepted Bid Offer dated August 25, 2015. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall provide security services at the Federal funded low income public housing properties on the Island of Oahu as listed above in a satisfactory and proper manner as determined by the STATE, and in strict accordance with the Contract Documents.
3. The CONTRACTOR shall furnish, in accordance with the Contract Documents, all labor and other means necessary to provide security services as described in IFB No. PMB 2015-11 and the CONTRACTOR's accepted Bid Offer and any clarifications. If there is a conflict between the CONTRACTOR's accepted Bid Offer and any clarifications and this Contract, the Contract shall prevail.
4. The CONTRACTOR shall furnish security services at the property listed below:

Asset Management Project (AMP 32):

Mayor Wright Homes (1003) 521 N. Kukui Street, Honolulu, HI 96817

A. Vehicle/Pedestrian Gate Guard: Gate 1 – Liliha Street

- i. The CONTRACTOR shall:
 - a. Provide one (1) security officer at Gate 1 – Liliha Street/ seven (7) days a week including State holidays, unless otherwise instructed by the STATE.
 - b. Stop, monitor and check incoming vehicles for valid Mayor Wright Homes vehicle parking decal or special parking pass/permit and check each occupant ages five (5) years and older in the vehicle for a valid Mayor Wright Homes tenant identification unless otherwise instructed by the STATE. Entry of the vehicle shall be denied upon failure to



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produce a valid parking decal or special parking/pass permit, unless otherwise instructed by the STATE. Entry of an occupant ages five (5) years old and older shall be denied upon failure to produce a valid Mayor Wright Homes tenant identification, unless otherwise instructed by the STATE.

Exceptions are The City and County of Honolulu Handivan police/fire/ambulance vehicles, Hawaii Public Housing Authority (STATE) vehicles and private vehicles operated by STATE staff. The STATE staff entering with a private vehicle shall be required to produce a valid STATE issued identification.

The City and County of Honolulu Handivan shall be allowed entry upon evidence that an occupant(s) is a tenant of Mayor Wright Homes, unless otherwise instructed by the STATE.

- c. Provide uninterrupted traffic control services throughout each day for the duration of the Contract. Maintain a daily log of vehicular traffic in and out of the property as prescribed by the Officer-In-Charge.
 - d. Stop and check all incoming pedestrians ages five (5) and older for a valid Mayor Wright Homes tenant identification. Entry shall be denied upon failure to produce proper identification unless otherwise instructed by the STATE. No visitors shall be allowed on property through Gate 1 – Liliha Street, unless otherwise instructed by the STATE.
 - e. Instruct guests or any Mayor Wright Homes tenant who is unable to produce the proper identification to enter through Gate 2 – Pua Lane, unless otherwise instructed by the STATE.
 - f. Allow entry to vendors or individuals having official business with the STATE.
 - g. Prohibit all vehicles and/or pedestrians with unapproved live animals aboard to enter the premises.
- ii. The period of coverage shall be tentatively as follows:
- Sunday thru Saturday [(one) 1 security officer/shift]
24 hours per day

The STATE reserves the right to increase or decrease the period of coverage.

B. Vehicle/Pedestrian Gate Guard: Gate 2 – Pua Lane

- i. The CONTRACTOR shall:



STATE OF HAWAII

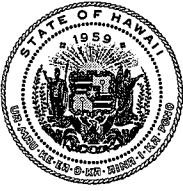
SCOPE OF SERVICES

- a. Provide one (1) security officer at Gate 2 – Pua Lane/ seven (7) days a week including State holidays, unless otherwise instructed by the STATE.
 - b. Allow police/fire/ambulance vehicles to enter the premises.
 - c. Allow entry to vendors or individuals having official business with the STATE and issue guest pass unless otherwise instructed by the STATE.
 - d. Allow household movers or deliveries to tenants entry after providing required information as specified by the Officer-In-Charge.
 - e. Stop and check all incoming pedestrians for government issued identification. Check guest log to verify and issue guest pass unless otherwise instructed by the STATE.
 - f. If guest is not listed on the guest log, obtain authorization from tenant to authorize guest entry onto the premises, unless otherwise instructed by the STATE. Log and issue guest pass, unless otherwise instructed by the STATE.
 - g. All guest passes shall be retrieved from person exiting the premises, unless otherwise instructed by the STATE.
 - h. Tenants with a valid Mayor Wright Homes identification shall be allowed on the property through Gate 2 – Pua Lane, unless otherwise instructed by the STATE.
 - i. Prohibit all pedestrians with unapproved live animals aboard to enter or remain parked on the property, unless otherwise instructed by the STATE.
- ii. The period of coverage shall be tentatively as follows:
- Sunday thru Saturday [(one) 1 security officer/shift]
24 hours per day

The STATE reserves the right to increase or decrease the period of coverage.

C. Pedestrian Gate Guard – Liliha Street/ King Street

- i. The CONTRACTOR shall:
 - a. Provide one (1) security officer at Gate 3 – Liliha Street/ King Street -- seven (7) days a week including State holidays, unless otherwise instructed by the STATE.



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- b. Stop and check all incoming pedestrians for valid identification to ensure the individual is a current tenant of Mayor Wright Homes. No guests shall be allowed entry to the property through Gate 3 – Liliha Street/ King Street, unless otherwise instructed by the STATE.
 - c. Direct visitors to Gate 2 – Pua Lane for admittance onto the property, unless otherwise instructed by the STATE.
 - d. Open and close the entry gates as instructed by the Officer-In-Charge.
- ii. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [(one) 1 security officer/shift]

5:30 a.m. to 10:00 p.m.; 16.5 hours

The STATE reserves the right to increase or decrease the period of coverage.

D. Roving Bike Patrol

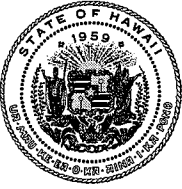
- i. The CONTRACTOR shall:
 - a. Provide roving bike patrol tours seven (7) days a week, including State holidays. The tentative period of coverage shall be as follows:

Sunday thru Thursday [(one) 1 security officer/shift]
4:00 p.m. – 12:00 a.m.; eight (8) hours

Friday and Saturday [(two) 2 security officers/shift]
4:00 p.m. – 12:00 a.m.; eight (8) hours
 - b. Conduct a minimum of one (1) complete round of all administrative and community facilities, residential building, stairwells, parking lots, common areas, refuse areas and entire grounds per eight (8) hour shift following a pre-approved plan. Additional rounds shall be based on the CONTRACTOR's assessment and need or as requested by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-In-Charge.

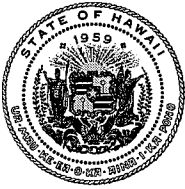
- c. The STATE shall provide a Watchman Recording Device, Detex or equal and up to 14 check points which will control and monitor the rounds. The STATE shall be responsible for all costs and maintenance of the recording device. The STATE reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or crime hot spots.



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5. The CONTRACTOR shall also provide the following services for the initial Contract period and during any option period:
 - a. Investigate all disturbances and incidents that were observed or reported. Endeavor to abate nuisances and disturbances when possible, using tact and prudent judgment to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, without limitation:
 1. Be alert for suspicious persons and/or vehicles, vandalism to the STATE property, buildings, and parking areas and resident's property.
 2. Report all fires to the Honolulu Fire Department and site management.
 3. Enforce lease provisions pursuant to governing federal public housing under Chapter 356D, HRS, Chapter 17-2028, HAR and all other applicable HAR rules.
 4. Appropriately respond to HRS criminal violations, which include without limitation to possessing or drinking alcoholic beverages in common area (section 281-78, HRS), engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (section 711-1101, HRS), criminal trespass, assault, harassment, and criminal property damage.
 5. Enforce traffic and speed limit signs.
 6. Use tact and judgment to prevent disorder, quell disturbances and maintain law and order.
 - b. Determine the need for and summon the Honolulu Police Department (HPD) when intervention or arrest is necessary. Cooperate with and assist the police if necessary and testify in court or administrative hearings when required.
 - c. Monitor parked vehicles on the project premises and initiate action to tow vehicles from the property as instructed by the Officer-In-Charge. Conduct visual inspection of parking areas for current parking decals and suspicious activities.
 - d. The CONTRACTOR may act on behalf of the Officer-In-Charge to issue a written trespass warning, either verbally or in writing as instructed by the Officer-In-Charge, where deemed appropriate. The CONTRACTOR shall cooperate with the HPD pertaining to issuance and/or enforcement of trespass notices. The Officer-In-Charge shall provide guidelines to the CONTRACTOR on issuance of trespass warnings.
 - e. Maintain confidentiality of all documents viewed or information gathered during the performance of every security officer's duties, including discussing with the residents the details of incidents on the property, unless the express consent of the Officer-In-Charge is provided.
 - f. Cooperate with local law enforcement on crime and drug prevention issues in and around the property.



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g. Special Events:

The CONTRACTOR agrees to make unscheduled changes to security schedules, when requested by the Officer-In-Charge for special events due to the need for increase security. Changes to the security schedule may include increase number of hours per day or number of security personnel on a special event basis. Special Events include without limitation an increase in criminal activity, an increase in gang activity or State holidays.

At the time of this Contract, the STATE cannot predict the number of special events hours. The Officer-In-Charge shall coordinate the dates and times.

h. Emergency Calls:

The CONTRACTOR agrees to make unscheduled changes to security schedules, when requested by the Officer-In-Charge in emergency situations or if the Officer-In-Charge anticipates the need for increased security that are due to circumstances that cannot be predicted at the time of this Contract. Changes to the security schedule may include increased number of hours per day or number of security personnel on an emergency basis.

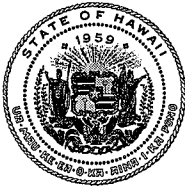
At the time of this Contract, the STATE can only approximate the number of emergency call hours per year as listed in the CONTRACTOR's bid form. The projected number of emergency call hours are estimates and does not mean to imply that the STATE will utilize these definite amounts.

6. Reporting Requirements:

- a. Submit written reports of incidents and every security officer's follow-up action taken to the Officer-In-Charge or his/her designated representative.
- b. Prepare and submit incident reports to the STATE, covering in detail all disturbances, incidents and violations of the STATE administrative rules and lease that were observed or reported during each daily tour of duty or other appropriate reports as requested. Such reports shall contain all pertinent facts available and the names of all persons involved and unit numbers and shall be in a format to be specified by the STATE. Copies of the incident reports shall be delivered daily to the Officer-In-Charge and Contract Administrator or his/her designated representative.

7. Equipment Requirements

- a. The CONTRACTOR shall provide each roving patrol officer with a bicycle, applicable equipment and be responsible for the maintenance of the bicycle.
- b. All security officers must be uniformed without sidearms. Uniforms shall be well-maintained and properly worn.



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- c. The CONTRACTOR shall provide each security officer with a walkie-talkie with hands-free capability. The CONTRACTOR shall provide each security officer with a cellular phone, digital and/or other appropriate means of communication, flashlight, digital and/or Polaroid camera and appropriate gear for inclement weather.
- d. The CONTRACTOR shall provide the security supervisor/dispatcher with a cellular phone or other appropriate means of communication. The CONTRACTOR shall ensure that the tenants will have access to a direct line or other appropriate means to the Security Officers for emergencies. The CONTRACTOR may post a central dispatch number for tenants to contact.
- e. The CONTRACTOR shall be responsible for all equipment costs and maintenance of the cellular phone and/or other appropriate means of communication.

8. Facilities

The STATE shall provide restroom facilities, where possible, within the property and may provide space which may include electricity, internet access, and telephone. The CONTRACTOR shall be responsible for the daily upkeep of assigned space(s). The CONTRACTOR shall also be responsible for any damage to the facilities caused by the CONTRACTOR's personnel.

9. Management Requirements & Qualifications (Minimum requirements)

a. Personnel

- 1. The CONTRACTOR shall ensure that all personnel meet minimum qualifications. The CONTRACTOR shall provide documentation with its Bid Offer Form that its personnel has met the licensing requirements pursuant to section 463-10.5, HRS, and have at least two (2) years relevant experience in law enforcement and/or security and one (1) year of experience with the CONTRACTOR.
- 2. The CONTRACTOR's supervisor shall have a minimum of one (1) year experience with law enforcement.
- 3. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- 4. The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on the STATE property and shall

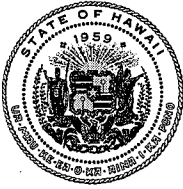


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instruct security personnel to fully cooperate with the Officer-In-Charge. Security personnel shall refrain from socializing or fraternizing with the residents of the property sites while on-duty.

5. The CONTRACTOR shall not assign a security officer to a property where his/her or their immediate family currently reside.
6. Security personnel shall not enter any occupied dwelling unit, except in the case of an emergency or with the consent of the STATE, the Officer-In-Charge or his/her designated representative.
7. The CONTRACTOR agrees to remove any of its employees from servicing or providing services to the STATE, upon request in writing by the Officer-In-Charge. At the request of STATE, the CONTRACTOR shall remove forthwith and shall not employ in any portion of the contracted work, any person who, in the opinion of STATE, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
8. The CONTRACTOR agrees to relieve any security officer if arrested for any major crime or felony, pending final resolution of the investigation. The STATE has final authority to allow the individual to perform security duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the Contract.
9. The CONTRACTOR shall ensure that no security officer employed under the Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing.
10. The CONTRACTOR shall inform the Officer-In-Charge of all security officers employed under the Contract who is a registered sex offender.
11. The CONTRACTOR shall have a properly licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All security officers employed under the Contract shall be under the supervision of the CONTRACTOR.
12. Security personnel shall refrain from having personal visitors and from socializing while on-duty. Telephone calls will be limited to emergencies.



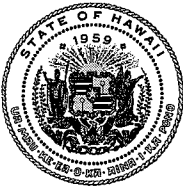
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13. The CONTRACTOR shall ensure that all information, documents, or materials viewed, discussed or provided to security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the tenants and the general public without express consent of the STATE.
14. The CONTRACTOR shall select only those individuals capable of demonstrating the following:
 - a. Ability to exercise good judgment;
 - b. Maturity in conduct and attitude;
 - c. Ability to communicate in English, both verbally and in writing, and read instructions; and
 - d. Courteous to members of the public and the STATE employees, as well as tolerant in their interactions with others, and well-groomed and neat in appearance.
15. Each Security Officer must maintain a satisfactory level of drug-free general health at all times to work under this Contract. The following are the minimum physical requirements:
 - a. Security officers must be able to hear at normal conversational level. A hearing aid may be used to meet this requirement.
 - b. Security officers must be physically able to serve a normal shift walking, riding, standing, manning posts, using stairs or elevators, and operating motor vehicles, if required.
 - c. Correctable vision to 20/20 in each eye.
16. During the performance of the Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin.

The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to sex, race, creed, color, or national origin. Such action shall include, without limitation, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall insert provisions similar to the foregoing in all subcontracts.

17. Smoking of tobacco or any other plant material is strictly prohibited on STATE properties. The CONTRACTOR agrees and shall adhere to this no-smoking prohibition while on STATE property. Such violation may be



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considered a breach of the Contract and result in suspension or termination.

18. The CONTRACTOR understands and agrees that the STATE may require reduction or replacement of any number of contracted security personnel in conjunction with the use of law enforcement personnel.

10. Administrative

- a. The CONTRACTOR shall be required to attend, at a minimum, quarterly meetings with the Contract Administrator and/or Officer-In-Charge, or unless otherwise specified by the Contract Administrator. The day and time to be specified by the Contract Administrator and/or Officer-In-Charge. Necessary field visits will be made.
- b. Each month the Officer-In-Charge and/or Contract Administrator shall submit a report to the CONTRACTOR listing any discrepancies or contract violation(s) which need correction. These discrepancies or contract violation(s) must be corrected by the next reporting period for payment adjustment purposes.
- a. Administrative Policies

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

- i. Drug Free Workplace Policy;
- ii. Sexual Harassment Awareness in the Workplace Policy;
- iii. Non-Violence in the Workplace Policy;
- iv. Standards of Conduct;
- v. Fair Housing; and
- vi. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.



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Such action shall include, without limitation, to the following:

- i. Employment, upgrading, demotion, or transfer;
- ii. Recruitment or recruitment advertising;
- iii. Layoff or termination;
- iv. Rates of pay or other forms of compensation; and
- v. Selection for training, including apprenticeship.

The Successful Bidder shall insert provisions similar to the foregoing in all subcontracts.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Contractor:

Properties:

1. Subject to the availability, allotment and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing and Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract, a sum of money not to exceed _____ and xx/100 Dollars (\$) _____ for the twelve month period as shown in the CONTRACTOR's Bid Offer Form.

Subject to the availability, allotment and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract, a sum of money not to exceed _____ and xx/100 Dollars (\$) _____ for the twelve month period as shown in the CONTRACTOR's Bid Offer Form.

The total Contract amount shall not exceed _____ and xx/100 Dollars (\$ _____). See attached and incorporated Exhibit A.

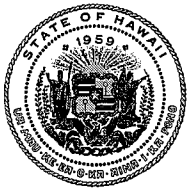
2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD) to the STATE. Funding and period of availability may change upon notice by HUD to the STATE. If there should be insufficient federal funds for any portion of the remaining Contract period, the STATE may terminate without penalty the Contract or revise the amount/quantity of services.

State funds are subject to appropriation by the State's Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient funds for any portion of the remaining Contract period beyond the initial twelve-month period, ending June 30, 2015, the STATE may terminate without penalty the Contract or may revise the amount/quantity of services required without penalty.

3. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:

- a. The CONTRACTOR shall submit an original invoice, once a week for services rendered to:

Hawaii Public Housing Authority
Attn: Property Management and Maintenance Services Branch
1002 N. School Street
P.O. Box 17907
Honolulu, HI 96817

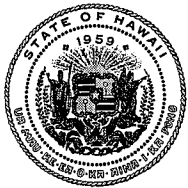


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

- b. Section 103-10, HRS, provides that the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the STATE shall date stamp the invoice, and use this receipt date to calculate the 30 day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.
 - c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Officer-In-Charge that the CONTRACTOR has satisfactorily performed the services specified. Payment shall be made on the basis of actual man-hours of security services performed by the CONTRACTOR. The CONTRACTOR shall submit monthly invoices for payment, listing dates and man-hours of security services rendered for the previous month. All charges for any emergency calls shall be described, and the charges shall be computed at the contracted rate per hour on a separate invoice.

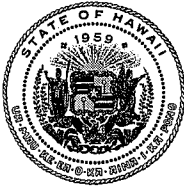
The CONTRACTOR shall clearly indicate any adjustments made to the billing statement for work not performed.
 - d. The Officer-In-Charge shall submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) which need correction. The CONTRACTOR shall correct these discrepancies or Contract violation(s) by the next reporting period for payment adjustment purposes. Liquidated damages shall apply for the CONTRACTOR's failure to comply.
 - e. Charges for extra security services that are not specified in the Service Schedule or not added to the Contract by a Supplemental Contract shall be submitted on a separate invoice and will be paid for by state purchase order, state procurement card, or other appropriate means. Charges for special events and emergency services shall be invoiced in this manner.
 - f. For final payment, the CONTRACTOR must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). If the CONTRACTOR fails to provide a valid tax clearance certificate within one (1) month of the termination date of this Contract, the STATE shall assign the final payment in an amount not to exceed the tax liability to the Department of Taxation or the Internal Revenue Service, provided that the debt owed to the Department of Taxation shall be offset first.
4. The CONTRACTOR shall be reimbursed at the accepted bid price per hour, which shall be the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified. The total bid price shall be applicable to additional security services provided during the term of this Contract.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

5. The STATE is not responsible for overtime and shall not pay for any overtime.
6. It is the sole responsibility of the CONTRACTOR to comply with section 103-55, HRS. The CONTRACTOR shall not be paid any reimbursement of retroactive pay. The STATE may consider requests for increases as a result of an increase to public officers and employees during the Contract period or during any option period. The CONTRACTOR's requests for an increase must meet the following criteria:
 - a. At the time of the request, the CONTRACTOR's hourly wage rate must be less than the prevailing State wage rate; and
 - b. The CONTRACTOR must or must have provided documentation to show that the hourly wage rate is in compliance with section 103-55, HRS, and that its employees are being paid not less than the known hourly wage rate of the equivalent State position.
 - c. Request for an increase must be made in writing to the STATE on a timely basis. Request for an increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employees with adequate documentation that the CONTRACTOR provided its employees a wage increase.
7. The CONTRACTOR shall repair all damages caused by CONTRACTOR's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repair costs from moneys due or may thereafter become due to CONTRACTOR. In the event money due to the CONTRACTOR is insufficient for the purpose, CONTRACTOR shall pay the difference upon demand by STATE.



STATE OF HAWAII TIME OF PERFORMANCE

Contractor:

Properties:

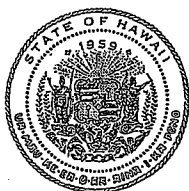
1. The term of this Contract for Furnishing Security Services shall be for a twelve-month upon receipt of a notice to proceed.
2. No services shall be performed on this Contract prior to receipt of a notice to proceed.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and approved as provided herein:

Initial term of Contract: 12 months

Length of each extension: Up to twelve months; may be less than twelve months when it is in the best interest of the State

Maximum length of Contract: 36 months

4. The initial period shall commence on the Contract start date. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services, not to exceed 12-months for any given extension period. The Contract extension shall be awarded at the same or comparable rates as the Primary Contract; and
 - c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
 - d. The STATE may be required to obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract, if federal HUD funds are to be used; and
 - e. The CONTRACTOR must obtain STATE approval in writing and a notice to proceed with the extension; and
 - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
 - g. The necessary State and/or Federal Project funds are appropriated and allotted for an extension.



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



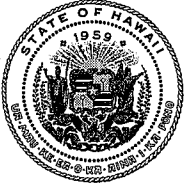
STATE OF HAWAII
SPECIAL CONDITIONS

Contractor:
Properties:

1. The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverages:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	\$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of \$2,000,000.00.
Workers' Compensation as required by laws of the State of Hawaii.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all his employees.

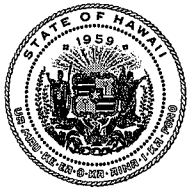
- a. The State of Hawaii, the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. The CONTRACTOR agrees to provide the STATE before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with the insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including Supplemental Contracts. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this Contract and shall entitle the STATE to exercise any or all of the remedies provided in this Contract for default of the CONTRACTOR.



STATE OF HAWAII

SPECIAL CONDITIONS

- c. The procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
 - d. The CONTRACTOR shall notify the STATE in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.
 - e. The STATE is a self insured State agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
 - f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the STATE approves, and the umbrella policy follows the underlying coverage forms.
- 2. The CONTRACTOR shall have a permanent office on the Island of Oahu from where it conducts business and where it will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.
 - 3. The work to be performed under this Contract is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 4. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.
 - 5. Should the CONTRACTOR fail to comply with the requirements of the Contract, the STATE reserves the right to engage the services of another company to perform the services, to remedy the defect or failure. The STATE may deduct such costs from monies due to the CONTRACTOR or to directly assess the CONTRACTOR.



STATE OF HAWAII
SPECIAL CONDITIONS

6. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Contract Documents, the STATE reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
7. Smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination.